



**RIVERSIDE TRANSIT AGENCY, 1825 Third Street, Riverside, CA 92507
(951) 565-5000**

**INVITATION FOR BIDS (IFB) S25090
INSTALLATION OF ONBOARD WI-FI ROUTERS**

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July 2, 2025

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB) S25090
INSTALLATION OF ONBOARD WI-FI ROUTERS**

Prospective Bidders:

Riverside Transit Agency (RTA) invites bids from qualified vendors to procure, install and configure Wi-Fi routers, multi-band antennas, interior Wi-Fi antennas, and GPS splitters onboard ninety-two Dial-A-Ride vehicles in reference to Exhibit A—Scope of Work. RTA anticipates an award of a firm-fixed priced contract and is estimated to be awarded in October 2025.

Key IFB Dates and Times		
Activity	Date	Time
IFB Issued:	July 2, 2025	-
Pre-Bid Conference via Teams:	N/A	-
Pre-Bid Site Visit: <u>NOT MANDATORY</u>	July 8, 2025	Location: 110 South G Street, Perris, CA 92570 Time: 9:00 a.m.
Questions/Clarifications/ Approved Equals Due:	July 17, 2025	before 2:00 pm Pacific Time
RTA Responses Due:	July 24, 2025	before 5:00 pm Pacific Time
Bids Due:	July 31, 2025	before 2:00 pm Pacific Time

REGISTRATION/ACCESSING PROCUREMENTS VIA RTA VENDOR PORTAL:

Parties interested in obtaining a copy of this IFB, may do so by completing a new vendor registration on RTAs Vendor Portal website hosted by PlanetBids at <https://www.riversidetransit.com/index.php/about-rt/doing-business-with-rt> select HOW TO DO BUSINESS WITH RTA and click the REGISTER / VIEW OPEN OPPORTUNITES link. You must be registered in the vendor portal to access the IFB. Once you access the above link, you will be redirected to the vendor portal where you click on ‘New Vendor Registration’ to register. You will receive an e-mail via PlanetBids to verify your e-mail address; click ‘Verify’ and you will be redirected to complete your vendor profile.

When registering your firm, please ensure that you select the North American Industry Classification System (NAICS) category codes that applies to your firm. If you are unsure of your category code, visit <https://www.census.gov/naics/> and do a keyword search “2022 NAICS Search” pertaining to your business (such as janitorial, construction, engineering services, etc.) to receive all codes containing that keyword in the title/description. Click on the specific category code to further see all corresponding entries applicable to this code. Once your registration is complete, you can then search for the IFB in ‘Bid Opportunities’.

To receive all further information regarding this IFB, you must have completed a vendor registration and become a PlanetBids 'prospective bidder' for this procurement. Prospective Bidders who receive incomplete information regarding the procurement run the risk of submitting a bid that is non-compliant and, as a result, being deemed non-responsive.

QUICK TIPS:

Please note the following tabs that will be available once you have successfully registered and accessed the subject procurement in PlanetBids:

Bid Opportunities

- **Bid Information Tab** – Provides bid detail information, due dates, agency contact information, etc. Please be sure to review the 'Response Types' for items that are required to be submitted.
- **Line Items Tab (if applicable)** – Provides the line items bidder/offeror must complete in PlanetBids.
- **Documents Tab** – Allows bidder/offeror to download and view documents. There are documents that must be reviewed, filled out and submitted. See below instructions under 'Place eBid' on how to submit and attach documents. See below list of documents that will you find in PlanetBids:

Document	Task
No Bid Form	Bidders choosing not to submit are requested to complete this form and email to dquevedo@riversidetransit.com
IFB S25090 Solicitation Document <ul style="list-style-type: none"> - All Sections, Exhibit A – Scope of Work - Proposed Agreement - Terms and Conditions 	Review Only
Exhibit B: Cost File / Bid Schedule	Review, fill out, and submit
Exhibit C: Required Forms (Includes following forms): <ul style="list-style-type: none"> - Additional Information Required of Bidders - Certification of Primary Participant - Certification of Lower-Tier Participants - Certification of Restrictions on Lobbying - Certification of Drug Free Workplace - Party Disclosure - Participant Disclosure - Affidavit of Non-Collusion - Financial Status Requirement Certification - Insurance Acknowledgement - Subcontractor Info - W-9 	Review, fill out, and submit

- **Addenda/Emails** – Look out for all addenda that are issued by the agency. All addenda must be acknowledged in PlanetBids.
- **Q&A** – Allows bidder/offeror to submit questions along with ability to attach files for corresponding questions. For example, requests for ‘Approved Equals’ may be provided as attachments for Agency review and consideration. Responses to questions, clarifications, approved equal requests, exceptions/deviations will be released via addenda.

Place eBid

Once you click on ‘Place eBid’ you will have access to the following tabs:

- **Detail** – Enter your contact information
- **eBid Instructions** – Reminders and other pertinent information
- **Attachment** – This section is for the required attachments that must be included in your submittal. The list of required attachments can be found on the ‘Bid Information Tab’, under ‘Bid Details’ and ‘Response Types’. Agency provided required attachments can be found under the ‘Documents Tab’. Other required attachments will need to be provided by bidder/offeror.
- **Line Items (if applicable)** – Enter pricing and corresponding information and click ‘Submit’ if you are ready to formally submit. If not ready to submit, you can always click ‘Save’ and return to edit at any time prior to procurement closing date and time.

If you require assistance with the registration or the submittal process, you may contact PlanetBids at <https://pbsystem.planetbids.com/portal/55483/help> or the undersigned below.

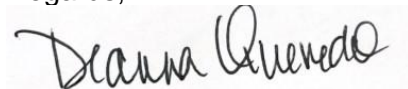
SPECIAL NOTICES:

Please review and follow all special notices associated with this procurement. Special notices can be found under the ‘Bid Information’ tab in PlanetBids.

Should further information be needed regarding this procurement, please contact the undersigned at (951) 565-5130 or via email dquevedo@riversidetransit.com. If emailing, please include the following information:

- Name of firm
- Address
- Contact person
- Telephone number
- Email address
- IFB S25090

Regards,



Deanna Quevedo
Contracts Administrator

SECTION I
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. BID PROCEDURE

- a. Sealed electronic bids shall be received before the specified due date and time via PlanetBids. **See 'Bids Due' under Key IFB Dates and Times in IFB cover letter.** Only electronic bid submittals via PlanetBids shall be accepted for this procurement.

All bids (eBids) must be fully uploaded and received prior to the due date and time, PACIFIC TIME. Once an eBid is accepted, a confirmation pop-up will display indicating "Bid Successfully Submitted" and an email confirmation which includes the date and time the eBid was submitted will be sent automatically to the email address registered on the vendor account.

Any bids not received before the specified date and time will be rejected by PlanetBids.

- b. Bids shall be submitted on a properly completed and signed Bid Form (see Section IV), and as set forth in Section I, Paragraph 2, "Bid Format/Content". Bids submitted on any other form may be considered nonresponsive and may be rejected.
- c. Bids shall conform in all aspects to the instructions, specifications, and terms and conditions contained within this IFB. Please review all attachments and instructions carefully. Failure to make a complete review of all instructions and attachments shall not be deemed just cause for claims of error.
- d. **There will be no pre-bid conference scheduled for this procurement.**
- e. A pre-bid site visit shall be available on **See 'Pre-Bid Site-Visit' under Key IFB Dates and Times** at RTA's Transdev Dial-A-Ride yard located at 110 South G Street, Perris, CA 92570. This site visit is not mandatory, but all Bidders are strongly encouraged to attend.
- f. All verbal modifications of these conditions or specifications are void and ineffective for bid evaluation purposes. Only written changes issued by RTA's Contracts Administrator may be considered authorized and binding.
- g. Bidders, if requested, shall present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.
- h. RTA reserves the right to remove from electronic mailing lists for future bids, for an indeterminate period of time, the name of any Bidder for their failure to accept a contract, failure to respond to two (2) consecutive IFBs

INSTRUCTIONS TO BIDDERS

and unsatisfactory performance. Please note that a “No Bid” is considered a response.

- i. **Bid results shall be posted via PlanetBids and shall serve as the public bid opening.** RTA reserves the right to postpone the bid opening for its own convenience and to withdraw this invitation at any time without prior notice. Further, RTA makes no representations that an agreement shall be awarded to any Bidder responding to this invitation. RTA expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejection(s).
- j. RTA reserves the right to award its total requirements to one Bidder or portions of the requirement to several Bidders as RTA may deem to be in its best interest. RTA in its sole discretion, shall determine the most responsive and responsible bid. No form provision of any Bidder shall be considered as part of the bid, unless a statement is typed or written on the bid that such form provisions are intended to be part of the bid.
- k. RTA reserves the right to make award within one hundred twenty (120) calendar days from the date bids are opened. Should award in whole or in part be delayed beyond the period of one hundred twenty (120) days, such award shall be conditioned upon successful Bidder's acceptance.
- l. RTA shall not be under no obligation for payment for any pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Bidder to:
 - 1) Prepare and submit a bid in response to this IFB;
 - 2) Negotiate any matter related to this bid; and/or
 - 3) Any other expenses incurred by Bidder prior to date of award.
- m. Where two or more Bidders desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture. RTA intends to contract with a single firm and not with multiple firms doing business as a joint venture.
- n. Whenever a Bidder has knowledge that any actual or potential labor dispute may delay this agreement, Bidder shall immediately notify and submit all relevant information to RTA.
- o. RTA has on file a set of written protest procedures applicable to this IFB. These procedures may be obtained by contacting the Administrator responsible for this procurement. Any protest filed by a Bidder in connection with this IFB must be submitted in accordance with RTA's written procedures.

INSTRUCTIONS TO BIDDERS

- p. The successful Bidder shall be required to accept a written agreement or purchase order in accordance with, and including as a part thereof, the published notice of IFB, the requirements, the terms and conditions and the specifications, with no exceptions other than those specifically listed in the written agreement or purchase order.
- q. The term of the anticipated agreement may, in RTA's sole discretion, be extended subject to mutual agreement of the parties as to scope of work/technical specifications and pricing.
- r. Bidders may list exceptions or deviations for RTA's review and consideration. In the event of any exception/deviation to this IFB, Bidder shall specifically itemize and shall reference the particular section in the scope of work/technical specifications or Proposed Agreement Article (if applicable). All exceptions/deviations must be electronically submitted via PlanetBids under the **Q&A tab** before the specified date and time the exceptions in their bid as set forth below in Paragraph 4, "Clarifications/Appeal Procedures". Failure to do so on any point shall be interpreted as an unconditional acceptance of all requirements of this IFB.
- s. **Brand Name or Approved Equal** – When a Bidder intends to submit a bid for an item other than that specifically named in the IFB's specifications, Bidder shall submit its request for an approved equal. If submitting an approved equal request, Bidder shall submit the make and model of the proposed item along with specification sheets under the **Q&A tab** in PlanetBids. All requests must be received before the specified date and time.

2. BID FORMAT/CONTENT

Sealed electronic bids shall be submitted via PlanetBids on the forms provided and contain the following:

Completed Section IV – Bid Package Forms

- I. Exhibit B - Bid Schedule
- II. Exhibit C - Required Forms

Failure to include all of the forms included in this IFB shall result in your sealed electronic bid being deemed nonresponsive. Please ensure you have included all the required elements in your sealed electronic bid.

3. AWARDS TO RESPONSIBLE CONTRACTORS

RTA shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed contract. Consideration shall be given to such matters as contractor integrity, compliance

INSTRUCTIONS TO BIDDERS

with public policy, records of past performance, and financial and technical resources.

4. CLARIFICATION/APPEAL PROCEDURES

- a. Requests for clarification, approved equals, clarifications of specifications, protest of specifications and general questions, must be electronically submitted via PlanetBids under the **Q&A tab** before the specified date and time, **See 'Questions/Clarifications/Approved Equals Due' under Key IFB Dates and Times in IFB cover letter.**

When submitting requests, be sure to reference the IFB Section number and title. If there is more than one request item, order your requests in the order of the IFB. RTA has no obligations to respond to any requests or clarifications not received by the deadline indicated. RTA is not responsible for failure to address a request that has not been submitted as instructed above.

- b. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon Bidder, who shall furnish all necessary information at no cost to RTA. RTA shall be sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.
- c. RTA shall provide its response to requests electronically via PlanetBids before **See 'RTA Responses Due' under Key IFB Dates and Times in IFB cover letter.**

5. APPENDICES

Information considered by Bidder to be pertinent to this project and which has not been specifically solicited in any of the sections, may be placed in a separated appendix section. Bidders are cautioned, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

SECTION II
DISADVANTAGED BUSINESS ENTERPRISE- RESERVED

SECTION III
PROJECT SCOPE OF WORK/SPECIFICATIONS/DRAWINGS

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

INSTALLATION OF ONBOARD WI-FI ROUTERS

1. INTRODUCTION

Riverside Transit Agency (“RTA” or “Agency”) is a Joint Powers Agency (JPA) created in 1977 and is the Consolidated Transportation Service Agency for western Riverside County, responsible for coordinating transit services throughout the approximate 2,500 square mile service area. RTA is governed by a board of directors comprised of 22 elected officials from 18 cities (Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar) in western Riverside County and four members of the County Board of Supervisors. The Agency operates from two facilities which are in the City of Riverside and the City of Hemet.

2. SCOPE/STATEMENT OF WORK/SERVICES

Riverside Transit Agency (RTA or “Agency”) invites bids from qualified vendors to procure, install, and configure a new MB03-19005GB-GA - CradlePoint R1900 Series5G ruggedized router with 3-Year NetCloud Essentials (Verizon model), a new roof-mounted LTMWG942 – MobileMark 4x 5G Cellular, 2x Wi-Fi 6E, 1x GNSS Dual Carrier MIMO multi-band antenna (all four cellular connectors, one Wi-Fi, and the single GPS/GNSS connection will need to be connected to the CradlePoint router), a new HG2409P-NF - L-Com 2.4 GHz 8 dBi flat patch antenna - 12in N-female connector for interior Wi-Fi, and a new GPS210 - Instock Wireless GPS, GLONASS, Galileo Splitter 2-Way, SMA, 1000 - 2000 MHz, 50 Ohm, passive (connected to the router and DVR) on each Dial-A-Ride vehicle. RTA anticipates an award of a firm-fixed priced contract and is estimated to be awarded in October 2025.

3. BACKGROUND

RTA provides Dial-A-Ride transportation services for seniors and persons with disabilities. The intent is to install replacement Wi-Fi routers to 92 vehicles for customers to use while en route to their destination.

4. OBJECTIVE

The goal is to award a Firm Fixed Price (FFP) contract to perform the services as described in this scope of work to a vendor who has been determined to be the most responsive and responsible, while offering a fair and reasonable price.

5. SPECIFIC REQUIREMENTS/TASKS

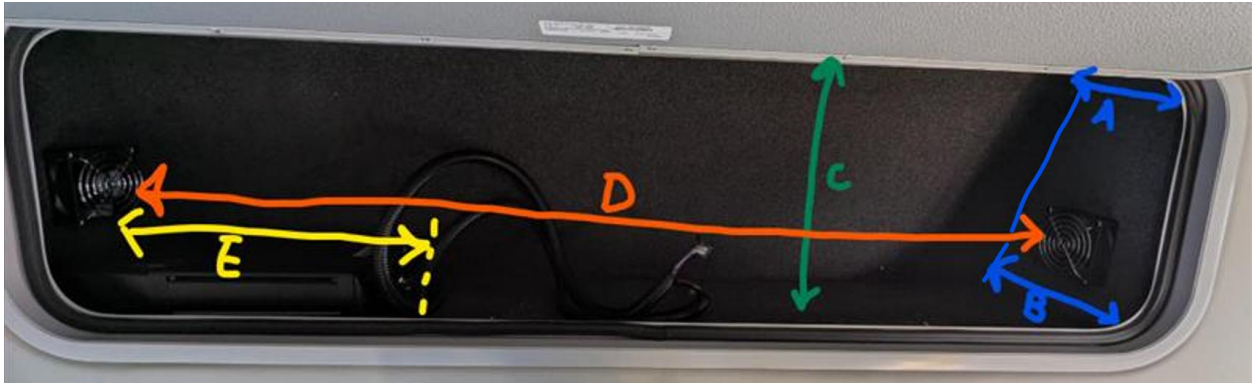
Vendor shall provide all necessary labor, materials, equipment, and supervision to perform the work. This includes, but is not limited to, any extension cables, wire tires, adhesive, automotive-grade sealants such as Sikaflex, or other materials required to complete the installation.

A. VEHICLE REQUIREMENTS

- i. Each vehicle shall be equipped with a new router and antenna.
- ii. Router equipment shall be mounted in the communications compartment, located above the driver for the buses or in the front passenger seat area for the Ford Transit vans.
- iii. Dimensions for the communications/compartments are as follows:

SCOPE OF WORK INSTALLATION OF ONBOARD WI-FI ROUTERS

1. 2018 Startrans
 - a. Width- 43 inches
 - b. Height- 11 inches
 - c. Depth- 10 inches
2. 2020 Startrans
 - a. Width- 42.5 inches
 - b. Height- 11 inches
 - c. Depth- 9.5 inches
3. 2024 Startrans
 - a. Width- 43.75 inches shown as "D" total from fan to fan.
 - i. The area marked "E" is 14 inches and represents space needed for equipment already installed.
 - b. Height- 12.25 inches shown as "C".
 - c. Depth (tapered)- 10 inches at the bottom shown as "B" and 5 inches at the top shown as "A".



SCOPE OF WORK INSTALLATION OF ONBOARD WI-FI ROUTERS

4. 2024 Ford Transit 350EL Van (interior dimensions)
 - a. Length (front to back)- 22.5 inches
 - b. Width (side to side)- 16.75 inches
 - c. Depth- 11.5 inches



- d. A proper platform system is installed to support the router to keep it secure.
 - e. Inspect the installation with RTA's maintenance personnel.
 - iv. Verify Wi-Fi and cellular network connectivity with representatives of the Transdev and RTA Information Technology Departments.
 - v. Configure each router to connect to RTA's NetCloud account. RTA will be responsible for the remote configuration of each router once they are added to NetCloud.
 - vi. Vendor must provide RTA with an Excel master serial number list; the list shall include the installation date, vehicle number, and router serial number for the equipment installed.

SCOPE OF WORK

INSTALLATION OF ONBOARD WI-FI ROUTERS

B. PROTOTYPE VEHICLE

- i. Vendor will modify one pilot vehicle for each vehicle type vehicle requiring installation.
 1. RTA and Transdev must approve each pilot vehicle installation before any other work can proceed.
 2. There will be a two week pilot test of each vehicle type before proceeding with the full fleet installation.
- ii. Once the pilot vehicles are completed, RTA staff will have ten business days to respond to the vendor with findings and comments.
- iii. Vendor will have five business days to correct all findings related to these modifications.

C. EQUIPMENT LIST

- i. MB03-19005GB-GA – CradlePoint R1900 Series 5G ruggedized router with 3-year NetCloud Essentials (Verizon model) to be installed inside communications compartment
- ii. LTMWG942 - MobileMark 4x 5G Cellular, 2x Wi-Fi 6E, 1x GNSS dual carrier MIMO multi-band antenna to be installed on the vehicle’s roof, with all connections routed to communications compartment and connected to CradlePoint router
- iii. HG2409P-NF - L-Com 2.4 GHz 8 dBi Flat Patch Antenna to be installed outside of communications compartment, but within the passenger compartment
- iv. GPS210 - Instock Wireless GPS, GLONASS, Galileo 2-way splitter to be installed inside communications compartment to feed both Cradlepoint router and DVR with GPS data

6. DELIVERABLES

Vendor shall deliver/provide all deliverables listed in Table 1 by the agreed upon due date. Some items may need to be reviewed and/or approved by the Project Manager prior to proceeding to next deliverable or event in this SOW.

TABLE 1: Project Deliverables

ITEM	SOW REF	DELIVERABLE/EVENT	DUE BY	DISTRIBUTION (who is to receive)
1	5	Project Schedule	Upon completion	Rick Kaczerowski
2	A	Serial Master List	Upon completion	Rick Kaczerowski

7. WARRANTY

All items purchased under this agreement must be covered by the full factory warranty. The vendor shall be required to act as the agent for the Agency on all warranty items. All products shall be new and of genuine quality; the Agency will not accept seconds or damaged goods at any time. Materials that have been rejected shall be replaced by the

SCOPE OF WORK

INSTALLATION OF ONBOARD WI-FI ROUTERS

vendor at no cost to the Agency. Vendor must warranty workmanship for one year from installation and unlimited miles on vehicles.

8. PERIOD OF PERFORMANCE

The period of performance for this contract shall not exceed 90 calendar days from the effective date of written Notice to Proceed.

9. PLACE OF PERFORMANCE

The primary place of performance will be RTA's Transdev Dial-A-Ride yard at 110 South G Street, Perris, CA 92570.

10. HOURS OF OPERATION

Vendor employees shall generally perform all work on nights and weekends. RTA must maintain its schedules and having vehicles ready if of the utmost importance.

11. TRAVEL

Contractor travel shall not be required for this requirement other than traveling to the place of performance.

12. RTA FURNISHED PROPERTY

RTA will provide the following property to vendor for work required under this contract:

2018 Startrans Senator II- quantity five (5)
2020 Startrans Senator II- quantity 37
2024 Startrans Senator II- quantity 25
2024 Ford Transit 350EL van- quantity 25

13. RTA FURNISHED RESOURCES

RTA will not furnish any resources to vendor in support of this contract.

14. MINIMUM QUALIFICATIONS

Vendor shall have the requisite experience and knowledge in performing work similar in size and scope to this project and shall have been performed within the last five (5) years.

SECTION IV
BID PACKAGE FORMS

The forms in this section are in PlanetBids under the Documents Tab

Exhibit B - Bid Schedule
Exhibit C - Required Forms

SECTION V
TERMS AND CONDITIONS

EXHIBIT D

PROPOSED AGREEMENT

ATTACHMENT A – RTA TERMS AND CONDITIONS

1 **PROPOSED AGREEMENT NO. S25090**

2 **BETWEEN**

3 **RIVERSIDE TRANSIT AGENCY**

4 **AND**

5 **CONTRACTOR**

6
7 **THIS AGREEMENT** is made and entered into this _____ day of _____,
8 2025, by and between RIVERSIDE TRANSIT AGENCY, located at 1825 Third Street, Riverside,
9 California 92507 (hereinafter referred to as "AGENCY"), and CONTRACTOR located at address
10 **(Name/Address)** (hereinafter referred to as "CONTRACTOR").

11
12 **WITNESSETH:**

13 **WHEREAS** AGENCY desires the services of CONTRACTOR to provide **(Work/Services)**; and

14 **WHEREAS** said work cannot be performed by the regular employees of AGENCY; and

15 **WHEREAS** CONTRACTOR has represented that it has the requisite personnel and experience,
16 and is capable of performing such services; and

17 **WHEREAS** CONTRACTOR wishes to perform these services.

18 **NOW THEREFORE** it is mutually understood and agreed by AGENCY and CONTRACTOR as
19 follows:

20
21 **ARTICLE 1. COMPLETE AGREEMENT**

22 A. This Agreement, exhibits and documents incorporated herein and made applicable by
23 reference, including Exhibit A "Scope of Work", Exhibit B "CONTRACTOR'S bid", Attachment A "RTA
24 Terms and Conditions", constitutes the complete and exclusive statement of the terms and conditions of
25 the Agreement between AGENCY and CONTRACTOR and supersedes all prior representations,
26 agreements, understandings and communications with respect thereto.

27 B. AGENCY'S failure to insist in any one or more instances upon CONTRACTOR'S performance
28 of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
29 AGENCY'S right to such performance or to future performance of such term(s) or condition(s) and
30 CONTRACTOR'S obligation in respect thereto shall continue in full force and effect. Changes to any
31 portion of this Agreement shall not be binding upon AGENCY except when specifically confirmed in
32 writing by an authorized representative of AGENCY by way of a written amendment to this Agreement
33 and issued in accordance with the provisions contained in this Agreement.

34 //

35 //

36 //

ARTICLE 2. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
(1) the provisions of this Agreement and all subsequent Amendments to this Agreement, including all exhibits and documents attached hereto; (2) the provisions of **IFB S25090** as addended; (3) CONTRACTOR'S bid dated (**date**); and all other documents, if any, cited herein or incorporated by reference.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall commence upon execution by both AGENCY and CONTRACTOR and shall continue in full force and effect until project completion unless earlier terminated or extended as provided in this Agreement.

ARTICLE 4. AGENCY DESIGNEE

The Chief Executive Officer of AGENCY, or their designee, shall have the authority to act for and exercise any rights of AGENCY as set forth in this Agreement, subsequent to and in accordance with, the authorization granted by AGENCY'S Board of Directors.

ARTICLE 5. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notice(s) in person or by depositing said notice(s) in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

TO AGENCY:

Riverside Transit Agency

1825 Third Street

P.O. Box 59968

Riverside, CA 92517-1968

ATTENTION: Melissa Blankenship

Title: Director of Contracts

Phone: (951) 565-5192

Email: mblankenship@rivsidetransit.com

TO CONTRACTOR:

ATTENTION: _____

Title: _____

Phone: _____

Email: _____

ARTICLE 6. STATEMENT OF WORK

CONTRACTOR shall perform the work necessary to complete, in a manner satisfactory to AGENCY, the services set forth in Exhibit A "Scope of Work", inclusive of all attachments set forth herein. CONTRACTOR shall also perform in accordance with its bid to AGENCY dated (**date**). All services shall

1 be provided at the times and places designated by AGENCY.
2

3 **ARTICLE 7. DELIVERY SCHEDULE**

4 A. CONTRACTOR shall fully complete the herein above-described work within **90 calendar**
5 **days** from the effective date of written Notice to Proceed issued by AGENCY, unless earlier terminated
6 or extended as provided elsewhere in this Agreement.

7 B. CONTRACTOR shall give AGENCY not less than seven (7) calendar days advance notice
8 in general of the start of any work, and fourteen (14) calendar days' notice for major installations. Within
9 five (5) calendar days after said Notice, CONTRACTOR shall provide any installation schedules as may
10 be requested by AGENCY.

11 C. CONTRACTOR shall deliver FOB destination unless the Agreement otherwise stipulates.
12 COD shipments will not be accepted. Delivery charges that were not indicated in the accepted offer will
13 be disallowed. AGENCY will not take Title until Deliverables are received at the Agreement designated
14 location.
15

16 **ARTICLE 8. ACCEPTANCE/REJECTION**

17 Deliverables are subject to AGENCY'S inspection and approval/rejection within reasonable time
18 after receipt at destination. Acceptance does not excuse CONTRACTOR'S performance of its obligations
19 related to the equipment and service warranties. Acceptance shall be final and conclusive except for
20 latent defects, fraud, gross mistakes amounting to fraud, or AGENCY'S rights under any warranty or
21 guarantee. CONTRACTOR bears all expenses regarding any rejections.
22

23 **ARTICLE 9. MAXIMUM OBLIGATION**

24 Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONTRACTOR
25 mutually agree that AGENCY'S maximum cumulative payment obligation hereunder, including obligation
26 for CONTRACTOR'S profit, shall be (**written dollar value and (\$XXX,XXX)**), which shall include all
27 amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due
28 to performance under, or termination of this Agreement.
29

30 **ARTICLE 10. PAYMENT**

31 A. For CONTRACTOR'S full and complete performance of its obligations under this Agreement,
32 and subject to the maximum cumulative payment obligation provisions set forth in Article 9 "Maximum
33 Obligation" above, AGENCY shall pay CONTRACTOR on a firm-fixed-price basis in accordance with Exhibit
34 B "CONTRACTOR'S bid" attached to and, by this reference, incorporated in and made a part of this
35 Agreement.

36 B. CONTRACTOR shall invoice AGENCY on a per delivery basis for services performed by

1 CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by
2 AGENCY to substantiate the validity of an invoice. At its sole discretion, AGENCY may decline to make
3 full payment for any item until such time as CONTRACTOR has documented, to AGENCY'S satisfaction,
4 that CONTRACTOR has fully completed all work required under that item.

5 C. Invoices shall be submitted to AGENCY'S Accounts Payable Office. AGENCY shall remit
6 payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall
7 include the following information:

- 8 1. Agreement No. S25090;
- 9 2. Purchase Order Number
- 10 3. The total quantity delivered by the invoice;
- 11 4. Total invoice amount; and
- 12 5. Such other information as requested by AGENCY.

13
14 **ARTICLE 11. PROMPT PAYMENT**

15 A. The prime CONTRACTOR or Subcontractor shall return all monies withheld in retention from
16 a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and
17 accepted including incremental acceptances of portions of the contract work by AGENCY. Any delay or
18 postponement of payment over thirty (30) days may take place only for good cause and with AGENCY'S
19 prior written approval. Any violation of this provision shall subject the violating Prime Contractor or
20 Subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California
21 Business and Professions Code. These requirements shall not be construed to limit or impair any
22 contractual, administrative, or judicial remedies, otherwise available to the Prime Contractor or
23 Subcontractor, in the event of a dispute involving late payment or non-payment by the Prime Contractor,
24 deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both
25 Disadvantaged Business Enterprise (DBE) and non-Disadvantaged Business Enterprise (non-DBE)
26 Prime Contractors and Subcontractors.

27 B. Failure to comply with this provision or delay in payment, without prior written approval from
28 AGENCY, will constitute noncompliance, which may result in the termination of the Agreement or other
29 such remedy as AGENCY deems appropriate. AGENCY reserves the right to request the appropriate
30 documentation from CONTRACTOR showing payment has been made to the Subcontractor(s).

31 C. These Prompt Payment provisions must be incorporated in all subcontract agreements issued
32 by CONTRACTOR under this Agreement.

33
34 **ARTICLE 12. INDEPENDENT CONTRACTOR**

35 CONTRACTOR'S relationship to AGENCY in the performance of this Agreement is that of an
36 Independent Contractor. CONTRACTOR'S personnel performing services under this Agreement shall

1 at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of
2 CONTRACTOR and not employees of AGENCY. CONTRACTOR shall pay all wages, salaries and other
3 amounts due its employees in connection with this Agreement and shall be responsible for all reports
4 and obligations respecting them, such as social security, income tax withholding, unemployment
5 compensation, worker's compensation and similar matters.

6
7 **ARTICLE 13. ASSIGNMENTS AND SUBCONTRACTING**

8 A. Neither this Agreement, nor any interest herein or claim hereunder, may be assigned by
9 CONTRACTOR either voluntarily or by operation of law, nor may all, or any part, of this Agreement be
10 subcontracted by CONTRACTOR, without the prior written consent of AGENCY. Consent by AGENCY
11 shall not be deemed to relieve CONTRACTOR of its obligation to comply fully with all terms and
12 conditions of this Agreement.

13 B. AGENCY hereby consents to CONTRACTOR'S subcontracting of portions of the Statement
14 of Work to the parties identified below for the functions described in CONTRACTOR'S bid.
15 CONTRACTOR shall include in the subcontract Agreement the stipulation that CONTRACTOR, not
16 AGENCY, is solely responsible for payment to the subcontractor for the amounts owing, and that the
17 subcontractor shall have no claim, and shall take no action, against AGENCY, its officers, directors,
18 employees or sureties for nonpayment by CONTRACTOR.

19 **Subcontractor's Name/Address**

Subcontract % Amount

20 *(From Bid)*

(From Bid)

21 C. CONTRACTOR shall include, in the subcontract agreement, a stipulation that the
22 subcontractor shall maintain insurance coverage in the amounts required from CONTRACTOR as
23 provided for in this Agreement. At AGENCY'S request, CONTRACTOR shall provide evidence of
24 subcontractor's insurance coverage.

25 D. CONTRACTOR shall have no right to terminate any subcontract for cause and then perform
26 the work with its own employees without AGENCY'S prior written consent. AGENCY reserves the right
27 to require CONTRACTOR to replace its terminated subcontractor with another subcontractor agreeable
28 to AGENCY, and to do so without any increase or delay in the performance of this Agreement.

29
30 **ARTICLE 14. BONDING- RESERVED**

31
32 **ARTICLE 15. INSURANCE**

33 CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims
34 for injuries to persons or damages to property, security breaches, system failures, and damages to
35 software (including computer equipment), which may arise from or in connection with the performance of
36 the work hereunder and the results of that work by CONTRACTOR, his agents, representatives,

1 employees, or subcontractors. CONTRACTOR shall procure and maintain for the duration of the contract
2 insurance against claims arising out of their services and including but not limited to loss, damage, theft
3 of or misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

4 **MINIMUM SCOPE OF INSURANCE**

5 Coverage shall be at least as broad as:

6 **1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering
7 CGL on an "occurrence" basis, including products and completed operations, property damage,
8 bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence.
9 If a general aggregate limit applies, either the general aggregate limit shall apply separately to
10 this project/location or the general aggregate limit shall be twice the required occurrence limit.

11 **2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if
12 CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit
13 no less than \$1,000,000 per accident for bodily injury and property damage.

14 **3. Workers' Compensation:** as required by the State of California, with Statutory Limits, and
15 Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury
16 or disease.

17 If CONTRACTOR maintains higher limits than the minimums shown above, AGENCY requires and shall
18 be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance
19 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to
20 AGENCY.

21 **Other Insurance Provisions**

22 The insurance policies are to contain, or be endorsed to contain, the following provisions:

23 **Additional Insured Status**

24 AGENCY, its officers, officials, employees, and volunteers are to be covered as additional
25 insureds on the CGL policy with respect to liability arising out of work or operations performed by
26 or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection
27 with such work or operations. General liability coverage can be provided in the form of an
28 endorsement to CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or
29 if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and**
30 CG 20 37 if a later edition is used).

31 **Primary Coverage**

32 For any claims related to this contract, CONTRACTOR'S insurance coverage shall be primary
33 and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects AGENCY, its
34 officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by
35 AGENCY, its officers, officials, employees, or volunteers. Any insurance or self-insurance
36 maintained by AGENCY, its officers, officials, employees, or volunteers shall be excess of

1 CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to
2 any Excess or Umbrella liability policies.

3 **Umbrella or Excess Policy**

4 CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in
5 this agreement. This form of insurance will be acceptable provided that all of the Primary and
6 Umbrella or Excess Policies shall provide all of the insurance coverages herein required,
7 including, but not limited to, primary and non-contributory, additional insured, Self-Insured
8 Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall
9 be provided on a true "following form" or broader coverage basis, with coverage at least as broad
10 as provided on the underlying Commercial General Liability insurance. No insurance policies
11 maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss
12 covered hereunder, shall be called upon to contribute to a loss until CONTRACTOR'S primary
13 and excess liability policies are exhausted.

14 **Notice of Cancellation**

15 Each insurance policy required above shall provide that coverage and shall not be canceled,
16 except with (30) days prior written notice, of cancellation or material change in coverage provided,
17 to AGENCY.

18 **Waiver of Subrogation**

19 CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer
20 of said CONTRACTOR may acquire against AGENCY by virtue of the payment of any loss under
21 such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to
22 affect this waiver of subrogation, but this provision applies regardless of whether or not AGENCY
23 has received a waiver of subrogation endorsement from the insurer.

24 **Claims Made Policies**

25 If any of the required policies provide claims-made coverage:

- 26 1. The Retroactive Date must be shown and must be before the date of the contract or the
27 beginning of contract work.
- 28 2. Insurance must be maintained, and evidence of insurance must be provided for at least
29 **five (5) years after completion of the contract of work.**
- 30 3. If coverage is canceled or non-renewed, and not replaced **with another claims-made**
31 **policy form with a Retroactive Date prior to** the contract effective date, CONTRACTOR
32 must purchase "extended reporting" coverage for a minimum of **five (5) years** after
33 completion of the work.

34 **Deductibles and Self-Insured Retentions**

35 Any deductibles or self-insured retentions must be declared to and approved by AGENCY.
36 AGENCY may require CONTRACTOR to purchase coverage with a lower deductible or retention

1 or provide proof of ability to pay losses and related investigations, claim administration, and
2 defense expenses within the retention.

3 **Acceptability of Insurers**

4 Insurance is to be placed with insurers authorized to conduct business in the State with a current
5 A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AGENCY.

6 **Verification of Coverage**

7 CONTRACTOR shall furnish AGENCY'S Director of Contracts with original certificates and
8 amendatory endorsements or copies of the applicable policy language effecting coverage
9 required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL
10 and any Excess policies listing all policy endorsements.** All certificates and endorsements
11 and copies of the Declarations and Endorsements pages are to be received and approved by
12 AGENCY before work commences. However, failure to obtain the required documents prior to the
13 work beginning shall not waive CONTRACTOR'S obligation to provide them. AGENCY reserves
14 the right to require complete, certified copies of all required insurance policies, including
15 endorsements required by these specifications, at any time.

16 **Special Risks or Circumstances**

17 AGENCY reserves the right to modify these requirements, including limits, based on the nature
18 of the risk, prior experience, insurer, coverage, or other special circumstances.

19 **Subcontractor**

20 CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the
21 requirements stated herein, and CONTRACTOR shall ensure that AGENCY are additional
22 insureds on insurance required for subcontractors.

23
24 **ARTICLE 16. INDEMNIFICATION**

25 CONTRACTOR shall hold harmless, defend, and indemnify AGENCY and its officers, officials,
26 employees, and volunteers from and against any and all liability, loss, damage, expense, and costs
27 (including without limitation costs and fees of litigation) of every nature arising out of or in connection
28 with CONTRACTOR' performance of work hereunder or its failure to comply with any of its obligations
29 contained in the agreement, except such loss or damage which was caused by the sole negligence or
30 willful misconduct of AGENCY.

31 1. AGENCY shall promptly give written notice to CONTRACTOR after obtaining
32 knowledge of any Third Party Claim against AGENCY as to which recovery may be sought against
33 CONTRACTOR because of the indemnity set forth in clause 1. above.

34 2. CONTRACTOR will have the right to defend AGENCY against any such Third Party
35 Claim with counsel mutually agreed upon by CONTRACTOR and AGENCY. In addition:

36 a. AGENCY may retain separate co-counsel at its sole cost and expense to

1 monitor the defense of such Third Party Claim provided, however, that CONTRACTOR
2 shall have the right to control the defense of such Third Party Claim in CONTRACTOR'S
3 sole discretion;

4 b. AGENCY will not consent to the entry of any judgment or enter into any
5 settlement with respect to such Third Party Claim without the prior written consent of
6 CONTRACTOR; and

7 c. AGENCY shall cooperate with all reasonable requests of CONTRACTOR in
8 connection with the defense of such Third Party Claim.

9 3. To the extent reasonably possible, AGENCY shall use its good faith efforts to mitigate
10 any losses that CONTRACTOR is obligated to indemnify against, pursuant to this
11 indemnification provision.
12

13 **ARTICLE 17. CHANGES**

14 By written notice or order, AGENCY may, from time to time, order work suspension or make
15 changes to the general scope of this Agreement, including, but not limited to, the services furnished to
16 AGENCY by CONTRACTOR as described in Exhibit A "Scope of Work". If any such work suspension or
17 change causes an increase or decrease in the price of this Agreement or in the time required for its
18 performance, CONTRACTOR shall promptly notify AGENCY thereof and assert its claim for adjustment
19 within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall
20 be negotiated. Nothing in this provision shall excuse CONTRACTOR from otherwise proceeding
21 immediately with Agreement as changed.
22

23 **ARTICLE 18. MODIFICATIONS**

24 CONTRACTOR may not add, change, or delete the Agreement or Deliverables, in whole or in
25 part, without prior AGENCY authorization. AGENCY reserves the right to add, change, or delete the
26 Agreement or Deliverables, in whole or in part, to which CONTRACTOR must comply; AGENCY will
27 make equitable adjustments to the price and or time thereto.
28

29 **ARTICLE 19. SEVERABILITY**

30 If any provision, term, or condition of this Agreement is held to be invalid, illegal or unenforceable,
31 in whole or in part, then such provision, term or condition shall not affect the validity of any remaining
32 provision, term or condition of this Agreement. All remaining provisions, terms and conditions of this
33 Agreement shall continue in full force and effect.

34 //

35 //

36 //

1 **ARTICLE 20. NON-WAIVER**

2 AGENCY'S failure to insist in any one or more instances to require performance by
3 CONTRACTOR of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
4 relinquishment of AGENCY'S right to such performance, and shall not affect AGENCY'S right to such
5 performance or to future performance of any such term(s) or condition(s) and CONTRACTOR'S
6 obligation with respect thereto shall continue in full force and effect.

7
8 **ARTICLE 21. TERMINATION**

9 AGENCY may terminate the Agreement in whole or in part for AGENCY'S convenience or for
10 CONTRACTOR'S default. AGENCY shall notify CONTRACTOR regarding the nature, extent, and
11 effective date of the termination. Upon receipt of the notice, CONTRACTOR shall: (a) immediately
12 discontinue all services affected and (b) deliver to AGENCY all data, drawings, specifications, reports,
13 estimates, summaries, and other information and materials accumulated in performing Agreement,
14 whether completed or in process. If the termination is for AGENCY'S convenience, AGENCY shall make
15 an equitable price adjustment, but shall not allow anticipated profit on services not performed. If the
16 termination is for CONTRACTOR'S default, CONTRACTOR must reimburse AGENCY for all costs of
17 reprocurement.

18
19 **ARTICLE 22. FORCE MAJEURE**

20 Either party shall be excused from performing its obligations under this Agreement during the time
21 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
22 including, but not limited to: any incidence of fire or flood; acts of God; commandeering of material,
23 products, plants or facilities by the federal, state or local government; national fuel shortage; a material
24 act of omission by the other party; or strike, when satisfactory evidence of such cause is presented to the
25 other party, and further provided that such nonperformance is unforeseeable, beyond the control and is
26 not due to the fault or negligence of the party not performing.

27
28 **ARTICLE 23. FEDERAL, STATE AND LOCAL LAWS**

29 CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all
30 applicable federal, state, and local laws, statutes, ordinances, lawful orders, rules and regulations
31 promulgated thereunder.

32
33 **ARTICLE 24. GOVERNING LAW**

34 This Agreement shall be interpreted and construed according to, and governed by, the laws of
35 the State of California. The federal or state courts located in the County of Riverside, State of California,
36 shall have jurisdiction to hear any dispute under this Agreement.

1 **ARTICLE 25. STANDARD OF CARE**

2 A. CONTRACTOR represents that it is fully experienced and properly qualified to perform the
3 class of services required for this Agreement and that it is properly licensed, equipped, organized and
4 financed to perform the Services.

5 B. CONTRACTOR shall perform the Services under this Agreement in a skillful and competent
6 manner, consistent with the standard generally recognized being employed by professionals in the same
7 discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the
8 professional calling necessary to perform the Services. CONTRACTOR warrants that all employees and
9 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally,
10 CONTRACTOR represents that it, its employees, and subcontractors have all licenses, permits,
11 qualifications and approvals of whatever nature that are legally required to perform the Services and that
12 such licenses and approvals shall be maintained throughout the term of this Agreement. CONTRACTOR
13 shall perform, at its own cost and expense and without reimbursement from AGENCY, any Services
14 necessary to correct errors or omissions which are caused by CONTRACTORS'S failure to comply with the
15 standard of care provided for herein and shall be fully responsible to AGENCY for all damages and other
16 liabilities provided for in the indemnification provisions of this Agreement arising from CONTRACTOR'S
17 errors and omissions.

18
19 **ARTICLE 26. PROHIBITED INTERESTS**

20 A. CONTRACTOR covenants that, for the term of this Agreement, no director, member,
21 officer, or employee of AGENCY during his/her tenure in office or for one (1) year thereafter shall have
22 any interest, direct or indirect, in this Agreement or the proceeds thereof.

23 B. No member of or delegate to the Congress of the United States shall be admitted to any
24 share or part of this Agreement or to the benefits thereof.

25
26 **ARTICLE 27. PRIVACY ACT REQUIREMENTS**

27 CONTRACTOR shall comply with, and assures the compliance of its employees with, the
28 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
29 Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government
30 before CONTRACTOR, or its employees operate a system of records on behalf of the Federal
31 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil
32 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
33 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

34 //

35 //

36 //

1 **ARTICLE 28. OWNERSHIP OF REPORTS AND DOCUMENTS**

2 The originals of all custom letters, documents and reports produced under this Agreement shall
3 be delivered to and become the property of AGENCY. Copies may be made for CONTRACTOR'S
4 records, and in performance of the underlying Agreement, but shall not be furnished to others without the
5 express written authorization from AGENCY. Such deliverables shall be deemed works made for hire
6 and all rights in copyright therein shall be retained by AGENCY.
7

8 **ARTICLE 29. FINISHED AND PRELIMINARY DATA**

9 A. All of CONTRACTOR'S finished technical data, developed specifically for AGENCY,
10 including but not limited to, technical documentation and user documentation, photoprints and other
11 graphic information required to be furnished under this Agreement, shall be AGENCY'S property upon
12 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
13 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no
14 interest or claim to such finished, AGENCY-owned, technical data; furthermore, said data is subject to
15 the provisions of the Freedom of Information Act, 5 USC 552.

16 B. It is expressly understood that any title to preliminary technical data is not passed to
17 AGENCY but is retained by CONTRACTOR. Preliminary data includes submittals as prepared by
18 CONTRACTOR solely for the purpose of obtaining AGENCY'S acceptance before approval is given to
19 proceed with the work. Preliminary data title and right thereto shall be made available to AGENCY if
20 CONTRACTOR causes AGENCY to exercise Article 21 "Termination", termination and a price shall be
21 negotiated for all preliminary data.
22

23 **ARTICLE 30. AUDIT AND INSPECTION OF RECORDS**

24 CONTRACTOR shall provide AGENCY, the U.S. Department of Transportation (DOT), the
25 Comptroller General of the United States, or other agents of AGENCY, such access to CONTRACTOR'S
26 accounting books, records, payroll documents and facilities of CONTRACTOR which are directly
27 pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books,
28 records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books,
29 records; data and documents in accordance with generally accepted accounting principles and shall
30 clearly identify and make such items readily accessible to such parties during CONTRACTOR'S
31 performance hereunder and for a period of four (4) years from the date of final payment by AGENCY.
32 AGENCY'S right to audit books and records directly related to this Agreement shall also extend to all
33 first-tier subcontractors identified in Article 13 "Assignments and Subcontracting" of this Agreement.
34 CONTRACTOR shall permit any of the foregoing parties to reproduce by any means whatsoever or to
35 copy excerpts and transcriptions as reasonably necessary.
36

1 **ARTICLE 31. PATENT AND COPYRIGHT INFRINGEMENT**

2 A. In lieu of any other warranty by AGENCY or CONTRACTOR against patent or copyright
3 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend, at its expense, any
4 claim or suit against AGENCY on account of any allegation that any item furnished under this Agreement
5 or the normal use or sale thereof, arising out of the performance of this Agreement, infringes upon any
6 presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages
7 finally awarded in any such suit or claim, provided CONTRACTOR is promptly notified in writing of the
8 suit or claim and given AGENCY, information and assistance at CONTRACTOR'S expense for the
9 defense of same. However, CONTRACTOR will not indemnify AGENCY if the suit or claim results from:
10 (1) AGENCY'S alteration of a deliverable, such that said deliverable in its altered form infringes upon any
11 presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other
12 material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S.
13 letters patent or copyright.

14 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
15 allegations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AGENCY under
16 any settlement made without CONTRACTOR'S consent or in the event AGENCY fails to cooperate fully
17 in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR'S
18 expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at
19 no expense to AGENCY, shall obtain for AGENCY, the right to use and sell said item, or shall substitute
20 an equivalent item acceptable to AGENCY and extend this patent and copyright indemnity thereto.

21
22 **ARTICLE 32. WARRANTY**

23 A. CONTRACTOR warrants to AGENCY that, for period specified in Exhibit A "Scope of
24 Work", following AGENCY'S inspection and acceptance of each item delivered hereunder, each item
25 shall conform to the requirements hereof and will be free from defects. In addition to other remedies which
26 may be available, AGENCY may, at its option, return any nonconforming or defective items to
27 CONTRACTOR and/or require correction or replacement of said item at the location of the item when the
28 defect is discovered, all at CONTRACTOR'S risk and expense. If AGENCY does not require correction
29 or replacement of nonconforming or defective items, CONTRACTOR shall repay such portion of the
30 payment specified herein or such additional amount as is equitable under the circumstances. AGENCY'S
31 rights hereunder are in addition to, but not limited by, CONTRACTOR'S standard warranties. Inspection
32 and acceptance of items by AGENCY, or payment, therefore, shall not relieve CONTRACTOR of its
33 obligations hereunder.

34 B. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause
35 shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

1 **ARTICLE 33. DISPUTES**

2 A. Except as otherwise provided for in this Agreement, any dispute concerning a question of fact
3 arising under this Agreement, which is not disposed of by supplement agreement, shall be decided by
4 AGENCY'S Director of Contracts, who shall reduce the decision to writing and shall mail, or otherwise
5 furnish a copy thereof to CONTRACTOR. The decision of the Director of Contracts shall be final and
6 conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, CONTRACTOR
7 mails or otherwise furnishes to the Director of Contracts a written appeal addressed to AGENCY'S Chief
8 Executive Officer. The decision of AGENCY'S Chief Executive Officer, or duly authorized representative
9 for the determination of such appeals, shall be final and conclusive.

10 B. Any such decision made pursuant to this Article shall be final and conclusive, unless the same
11 is fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or is not
12 supported by substantial evidence. In cases where fraud by such official or his representative or Board
13 is alleged, the provisions of this Article shall not be pleaded in any suit as limiting judicial review of any
14 such decision.

15 C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
16 the performance of this Agreement in accordance with the decision of AGENCY'S Director of Contracts.
17 This "Disputes" clause does not preclude consideration of questions in law in connection with decisions
18 provided for above. Nothing in this Agreement, however, shall be construed as making the final decision
19 of any AGENCY official or representative on a question of law, which questions shall be settled in
20 accordance with the laws of the State of California.

21
22 **ARTICLE 34. CLAIMS FILING AND PROCESSING- RESERVED**

23
24 **ARTICLE 35. RECORDS RETENTION**

25 CONTRACTOR agrees to maintain all books, records, accounts and reports required under this
26 Agreement for a period of not less than three years after the date of termination or expiration of this
27 Agreement, except in the event of litigation or settlement of claims arising from the performance of this
28 Agreement, in which case CONTRACTOR agrees to maintain same for a period of not less than three
29 years after the date AGENCY has disposed of all such litigation, appeals, claims or exceptions related
30 thereto.

31
32 **ARTICLE 36. LIQUIDATED DAMAGES**

33 If CONTRACTOR fails to complete the work within the time specified in Article 7 "Delivery
34 Schedule" of this Agreement, or any AGENCY authorized extension thereof, the actual damage to
35 AGENCY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages,
36 AGENCY shall deduct from the total amount owed, as fixed, agreed-to liquidated damages, the sum of

1 Five Hundred Dollars (\$500.00) per day for each day of delay beyond the **number of calendar days**
2 **from the effective date of the written Notice to Proceed.** Alternatively, AGENCY may terminate this
3 Agreement in whole or in part as provided in Article 21 "Termination" of this Agreement, and in that event,
4 CONTRACTOR shall be liable, in addition to the excess costs provided in Article 21 "Termination" of this
5 Agreement, for such liquidated damages occurring until such time as AGENCY may reasonably obtain
6 delivery or performance of similar supplies or services from a different source. CONTRACTOR shall not
7 be charged with liquidated damages when the delay is determined to be excusable in accordance with
8 Article 22 "Force Majeure" hereunder. AGENCY shall ascertain the facts and extent of the delay and
9 may extend the time for performance of the contract when in its judgment; the findings of fact justify an
10 extension.

11
12 This Agreement shall be made effective upon execution by both parties.

13
14 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. S25090 to be
15 executed on the date first written above.

16
17 **CONTRACTOR**

RIVERSIDE TRANSIT AGENCY

18 By: _____

By: _____

19 First and Last Name

Kristin Warsinski

20 Title

Chief Executive Officer

21 **APPROVED AS TO FORM:**

22 By: _____

23 Barbara Raileanu

24 General Counsel

RIVERSIDE TRANSIT AGENCY TERMS AND CONDITIONS

1. DEFINITIONS

RTA = Riverside Transit Agency; Deliverables = includes Services, Labor, Equipment, Material, Supplies, Work; Furnisher = includes Vendor, Supplier, Contractor, Consultant; P.O. = Purchase Order; IFB = Invitation for Bid; RFQ = Request for Quotation; RFP = Request for Proposals; RTA Solicitation = includes IFB, RFQ, RFP, and duly authorized RTA amendments (addenda/addendum) made thereto; C.O. = Change Order.

2. REPRESENTATIONS

Furnisher's response to RTA's Solicitation is an offer. RTA's acceptance of that offer is made by P.O. or a contract award letter. Furnisher agrees to be bound by the terms & conditions and provide Deliverables according to specifications/scope of work contained in RTA's Solicitation and C.O.s.

3. P.O. / CONTRACT

This P.O./Contract, with document references made in the P.O./Contract & amendments, constitutes the entire agreement between the parties. ONLY duly authorized RTA P.O./Contracts will be eligible for payment. RTA is not responsible for charges on unauthorized deliverables. P.O./Contract number must be shown on shipping notices, delivery/packing slips, packages, and correspondence.

4. DELIVERY

Furnisher must deliver FOB destination unless the P.O./Contract otherwise stipulates. COD shipments will not be accepted. Delivery charges that were not indicated in the accepted offer will be disallowed. RTA will not take Title until Deliverables are received at the P.O./Contract designated location.

5. ACCEPTANCE / REJECTION

Deliverables are subject to RTA's inspection/approval/rejection within a reasonable time after receipt at destination. Furnisher bears all expenses regarding any rejections.

6. PAYMENT

Furnisher may not issue any invoices until RTA has received Deliverables. Furnisher must submit separate invoices for partial deliverables and for each P.O./Contract. Terms are net 30 after receipt of deliverables or invoice, whichever is later. Furnisher may offer payment discounts on full invoice amount or as itemized, which RTA may elect to accept. RTA will not pay any interest charges, late fees, or penalties unless RTA has made prior written agreement. RTA is Federal Excise Tax exempt but pays 8.75% sales tax.

7. MODIFICATIONS

Furnisher may not add, change, or delete the P.O./Contract or Deliverables, in whole or in part, without prior RTA authorization. RTA reserves the right to add, change, or delete the P.O./Contract or Deliverables, in whole or in part, to which Furnisher must comply; RTA will make equitable adjustments to the price and or time thereto.

8. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by CONTRACTOR, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If CONTRACTOR maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

If CONTRACTOR maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

AGENCY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by AGENCY, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by AGENCY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until CONTRACTOR'S primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage and shall not be canceled, except with (30) days prior written notice, of cancellation or material change in coverage provided, to AGENCY.

Waiver of Subrogation

CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against AGENCY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but

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this provision applies regardless of whether or not AGENCY has received a waiver of subrogation endorsement from the insurer.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least **five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to the contract effective date**, CONTRACTOR must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of the work.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by AGENCY. AGENCY may require CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. AGENCY may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. AGENCY reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AGENCY.

Verification of Coverage

CONTRACTOR shall furnish AGENCY'S Director of Contracts with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by AGENCY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

AGENCY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractor

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that AGENCY are additional insureds on insurance required for subcontractors.

9. FEDERAL, STATE, AND LOCAL LAWS

Furnish and Deliverables must comply with all applicable Federal, state, and local laws, regulations, and codes.

10. STATE OF CALIFORNIA PREVAILING WAGES

P.O./Contracts for public works projects in excess of \$1,000 must comply with the California Labor Code including, but not limited to 1) prime and subcontractors must register with the California Department of Industrial Relations; 2) payment of prevailing wages; and 3) submission of certified payrolls; see www.dir.ca.gov for more information. (Labor Code § 1725.5(d)(1)). The following applies where payment of prevailing wages is required under the Labor Code:

- The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4(a)(1)).
- The prime contractor is required to post job site notices, as prescribed by regulation (Labor Code § 1771.4(a)(2)).
- In accordance with the provisions of Section 3700, every contractor will be required to secure the payment of compensation to his or her employees. (Labor Code § 1860).
- A contractor must be registered with the DIR in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any public work contract. (Labor Code § 1725.5).
- Pursuant to Labor Code § 1771.1(a)): A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- Pursuant to SB 96, the Public Contract Code § 4104 was amended to require a person who makes a bid or offer on a public works project to include in the bid or offer: the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- In addition, SB 96 provides that an inadvertent error in listing either the California contractor license number or the public works contractor registration number identified above shall not be grounds for filing a bid protest or for considering a bid nonresponsive so long as the corrected contractor's license number is submitted to the agency by the prime contractor within 24 hours after bid opening, and provided that the corrected number corresponds to the submitted name and location for that subcontractor. (Public Contract Code §4104(a)(2)).
- The successful contractor shall be responsible for complying with all applicable requirements including, but not limited to, § 1774, 1775, 1776, 1777.5 and 1813. See attached California Prevailing Wage Law Required Clauses.
- In accordance with § 1773.2 of the California Labor Code: In lieu of specifying the rate of wages in the call for bids, copies of the prevailing rate of per diem wages are on file at RTA's principal office, which shall be made available to any interested party on request.

The Department of Industrial Relations (DIR) is advising companies that use ready-mix concrete for public works projects of changes to prevailing wage laws. The changes apply to public works contracts that were advertised for bid or awarded on or after July 1, 2016. Amendments to Assembly Bill 219 became effective on July 1, 2016. The amendments made the following changes to Labor Code section 1720.9:

- A company hauling or delivering ready-mix concrete for a public works contract shall:
- Register as a public works contractor.
- Submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the company and to the general contractor within five working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties.
- Ready-mix concrete companies' requirement to submit payroll online to DIR using its electronic certified payroll reporting system is temporarily on hold. Nothing in section 1720.9 shall cause any company to be treated as a contractor or subcontractor for any purpose other than the application of this chapter of the Labor Code.

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11. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

12. EQUAL OPPORTUNITY

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. RECORD RETENTION

For P.O./Contracts in excess of \$1,000, and upon reasonable notice, Furnisher shall provide RTA or its authorized representatives such access as deemed necessary to audit and inspect all documents directly related to activities under this P.O./Contract, and to make such documents available for a period of (4) years from date of final payment or settlement of litigation, whichever is later.

14. PROHIBITED INTEREST

No U.S. Congress member or delegate and no RTA member, officer, or employee (for up to one year after serving) shall have any direct or indirect interest in this P.O./Contract or its proceeds.

15. DRUG AND ALCOHOL POLICY

RTA prohibits the unlawful manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol or illegally using or misusing legally prescribed drugs while on its property or while using its property.

16. ASSIGNMENTS AND SUBCONTRACTORS

Furnisher may not assign any interest in the P.O./Contract or its proceeds either voluntarily or by operation of law nor may Furnisher subcontract all or a substantial part of this P.O./Contract without RTA's prior written authorization.

17. DISPUTES

Parties that are involved in disputes in the performance of this P.O./Contract agree to the following: 1) continue work on the P.O./Contract; 2) attempt resolution with the disputing party; 3) failing that, attempt resolution with a third party; 4) settlement made according to the laws of the State of California.

18. INDEMNIFICATION

CONTRACTOR shall hold harmless, defend, and indemnify AGENCY and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of AGENCY.

1. AGENCY shall promptly give written notice to CONTRACTOR after obtaining knowledge of any Third Party Claim against AGENCY as to which recovery may be sought against CONTRACTOR because of the indemnity set forth in clause 1. above.

2. CONTRACTOR will have the right to defend AGENCY against any such Third Party Claim with counsel mutually agreed upon by CONTRACTOR and AGENCY. In addition:

a. AGENCY may retain separate co-counsel at its sole cost and expense to monitor the defense of such Third Party Claim provided, however, that CONTRACTOR shall have the right to control the defense of such Third Party Claim in CONTRACTOR'S sole discretion;

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- b. AGENCY will not consent to the entry of any judgment or enter into any settlement with respect to such Third Party Claim without the prior written consent of CONTRACTOR; and
 - c. AGENCY shall cooperate with all reasonable requests of CONTRACTOR in connection with the defense of such Third Party Claim.
3. To the extent reasonably possible, AGENCY shall use its good faith efforts to mitigate any losses that CONTRACTOR is obligated to indemnify against, pursuant to this indemnification provision.

19. APPLICABILITY

The Terms and Conditions stated herein do not supersede or supplement the terms and conditions of any RTA procurement wherein the terms and conditions were previously specified.

20. TERMINATION

(1) RTA may terminate the P.O./Contract in whole or in part for RTA's convenience or for Furnisher's default. RTA will notify the Furnisher regarding the nature, extent, and effective date of the termination. Upon receipt of the notice, Furnisher shall: (a) immediately discontinue all services affected and (b) deliver to RTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing P.O./Contract, whether completed or in process. If the termination is for RTA's convenience, RTA shall make an equitable price adjustment, but shall not allow anticipated profit on unperformed services. If the termination is for Furnisher's default, Furnisher must reimburse RTA for all costs of re-procurement. Contractor shall have no rights to terminate this contract or any sub-contracts under this contract for Contractor's convenience.

(2) Contractor shall have no rights to terminate any sub-contracts for cause and then perform the work with its own forces without RTA's prior written consent. RTA reserves the right to require Contractor to replace its terminated sub-contractors with another sub-contractor agreeable to RTA, and to do so without any increase or delay in the performance of this contract.

(3) RTA may terminate this contract for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this contract and does not cure such breach or violation within thirty (30) calendar days after written notice thereof by RTA. Contractor shall be liable for any and all reasonable cost incurred by RTA as a result of such default including, but not limited to, re-procurement costs of the same or similar services defaulted on by Contractor under this contract.

21. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

(1) This contract is subject to the requirements of 49 CFR Part 26, "Participation by DBEs in DOT Financial Assistance Programs". The national goal for participation of DBEs is 10%. RTA's overall goal for DBE participation is 2.5%. A separate contract goal has not been established for this procurement.

(2) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) **Prompt Payment** – Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from RTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by RTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The Contractor must promptly notify RTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RTA.

22. DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction as defined in U.S. DOT regulations, 2 CFR 180 that implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235); "Debarment and Suspension." and, as such, Contractor must confirm it is not excluded or disqualified from participating in covered transactions funded in whole or in part with Federal funds.

(2) By signing and submitting its bid or proposal, Contractor certifies it is not excluded or disqualified from participating in a covered transaction funded in whole or in part with Federal funds. Contractor further certifies that this certification is a material representation of fact relied upon by RTA. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to remedies available to RTA, the Federal Government may pursue available remedies including, but not limited to suspension and/or debarment.

(3) Contractor further agrees to include, and require its Third-Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants:

- (a) Will comply with Federal debarment and suspension requirements, and
- (b) Review the "Excluded Parties Listing System" at <https://www.sam.gov>, as needed to comply with U.S. DOT regulations, 2 CFR part 1200.

23. QUESTIONS

Attn: Procurement Dept., phone: 951-565-5180; fax: 951-565-5001; PO Box 59968, Riverside CA 92517-1968.